

**AUCKLAND TRANSPORT BOARD ENGINEERS AND COACH-  
BUILDERS.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 15th day of August, 1945, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers and the Auckland Transport Board.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 15th day of August, 1945, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers, of the one part, and the Auckland Transport Board, of the

other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 29th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND TRANSPORT BOARD ENGINEERS AND COACHBUILDERS.—  
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 15th day of August, 1945, between the New Zealand Engineering, Coach-building, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter referred to as "the union") and the Auckland Transport Board (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement.

*Hours of Work*

1. Forty hours shall constitute a week's work, and shall be worked between the hours of 7.30 a.m. and 5 p.m. on Mondays to Fridays inclusive (eight hours per day), after which overtime rates shall be paid.

In the event of any employee being unavoidably late, he shall be allowed to start at the nearest following quarter-hour.

*Holidays*

2. (a) For work done on Sundays, New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day, double time shall be paid.

(b) Workshops employees shall not be required to work on the following days: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, and any other day which may be proclaimed by the Government a public holiday, and such employees shall be paid in respect of such days at ordinary rates of pay: Provided always that this shall not apply when any of such public holidays fall on a non-working day.

(c) Subject to paragraph (d) hereunder, all employees covered by this agreement shall be entitled to two consecutive weeks' annual leave commencing on 25th December in each year, increased by any special holidays occurring during that period for which the employee is entitled to be paid: Provided that employees who have not worked for the Board during the whole of the preceding twelve months shall receive a *pro rata* proportion of the above holiday period to commence from the 25th December in each year, and in respect of the balance of such period shall work as directed.

(d) Employees who may be required by the Board, through pressing circumstances, to work during the aforesaid period of annual leave shall be allowed annual holidays in accordance with the provisions of clause 2 (c) at another period to be mutually arranged.

#### *Overtime*

3. (a) All work done in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours, and thereafter double time until the ordinary time for commencing work next morning if worked continuously, with the exception of intervals for meals.

(b) Employees required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a half for such time.

(c) No employee shall be required to work more than four and a half hours continuously without a meal.

#### *Branches of Trade*

4. Employees included in this agreement shall be pattern-makers, fitters, turners, blacksmiths, milling machinists, planers, shapers, slotters, borers, motor mechanics and tramway motor repairers, coach and car builders, painters, sprayers, welders, helpers, and apprentices, the terms of employment covering apprentices being governed by the Apprentices Act, 1923, and its amendments.

*Wages*

5. The wages of journeymen shall be 3s. 5·76d. per hour, and for helpers 3s. 1·44d. per hour (includes cost-of-living bonus of 8 per cent.).

The above rates shall be subject to the general order made under the Rates of Wages Emergency Regulations 1940 and dated 31st March, 1942, which order shall have effect hereto according to its tenor.

*Access to Workshops*

6. The union secretary shall be allowed access to the workshops to interview any workers coming within the scope of this agreement.

*Preference*

7. It is a condition of employment that any person whose work comes under the provisions of this agreement shall, on his being engaged by the Transport Board, agree to become a member of the Amalgamated Engineering Union within seven days of his engagement, and shall join the union within the time stated, and continue his membership so long as he remains in the employ of the Board. All employees working under this agreement shall remain financial members of the said union, it being agreed that the entrance fee shall not exceed 5s. and that subscriptions shall not exceed 1s. per week. Employees being four weeks in arrears shall be deemed to be unfinancial.

*Supply of Towels*

8. Towels shall be provided for use in employees' washing-room accommodation.

*Promotions*

9. Promotions shall be governed by efficiency, and in the event of equal efficiency, by seniority, subject to the right of appeal as provided by the Tramways Amendment Act, 1910.

"Efficiency" means special qualities and aptitude for the discharge of the duties of the office to be filled, together with merit and good and diligent conduct.

Workshops employees shall receive consideration when applications are being called for the position of Motor Inspector.

*Meal Allowance*

10. The employer shall supply a suitable meal or allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid. The allowance for meals provided for in this subclause shall not be subject to general orders of the Court made under the Rates of Wages Emergency Regulations or the Economic Stabilization Emergency Regulations.

*Charges and Complaints against Employees*

11. All reports or complaints made against an employee must be in writing and signed by the person making them, and must reach the management within a reasonable time of the alleged offence. Should an explanation be required or a charge made, the employee to be notified within twenty-four hours (Saturdays, Sundays, and holidays excepted) after the complaint has been received.

When an employee is summoned to attend to answer a charge, a notification, together with a copy of the report or complaint, must reach him twenty-four hours before he has to appear to answer such charge, and—

- (1) The union secretary shall be notified by the management within a reasonable time before the charge is heard, and he or another union representative shall be allowed to represent the employee at the inquiry:
- (2) The original report or complaint may be seen at the Head Office and a copy made of it by the employee before the charge is heard:
- (3) The officer or other person making the report or complaint shall, when necessary, be present to answer any question put to him in the employee's defence.

An employee shall be permitted to call evidence in his defence when an inquiry is held by the employer.

When an employee is summoned to appear at Head Office in connection with a charge he shall, if he is exonerated, be paid for all time lost.

*Service on Juries*

12. Any employee required to lose working time by reason of service on juries shall be entitled to claim for the deficiency, if any, between the amount of the jury fees and his wages

for such lost time, calculated on the appropriate rate set out in clause 5 hereof—*i.e.*, excluding overtime and penal rates—within a maximum of eight hours per day.

Employees dismissed from jury service for the day must report to complete the shift or day's work.

*Term of Agreement*

13. This agreement—

- (a) In so far as it relates to wages shall be deemed to have come into force on 1st April, 1945:
- (b) In so far as other conditions are concerned, shall come into force on the date hereof:
- (c) Shall continue in force up to and including the 15th day of August, 1947.

Signed on behalf of the employer:—

[L.S.]

W. H. NAGLE, Chairman.  
H. ANDERSON, Member.  
C. R. GRIBBLE, Secretary.

Signed on behalf of the union—

[L.S.]

G. T. THURSTON, President.  
J. NEALE, Secretary.

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